

McNamara Declaration

Exhibit 62



03/15/2018

Providence Public Library
Kate Wells
150 Empire Street, Providence RI 02903

Dear Kate Wells,

As we discussed, Internet Archive is willing to scan physical materials provided by your organization (“Library”) in order to make these materials as freely available as permitted under applicable copyright laws. This letter agreement sets forth the terms and conditions under which Internet Archive will perform this service.

Delivery of Materials: Library will deliver physical materials, including text and images, microfilm or microfiche, CD’s, VHS and 8 or 16 mm film (the “Items”), as identified in Exhibit A to Internet Archive using commercially reasonable shipping practices. Library will be responsible for insuring the Items for shipment and delivery. If Internet Archive receives damaged Items from Library, Internet Archive will notify Library of the status of such Items and will bear no liability for any such damage to any Item.

Services: Before initiating any scanning of any Item, Internet Archive will examine the Item to determine its suitability for scanning. Any Item deemed unsuitable for scanning in Internet Archive’s sole discretion will be promptly returned to the Library.

Internet Archive will scan and process the Items using generally accepted industry standards and care. The parties will mutually agree upon any specific additional requirements requested by Library in writing prior to the start of scanning. Internet Archive will provide one digital copy of each digitized Item (a “Digital Copy”) to the Library and will retain additional Digital Copies.

Internet Archive will post Digital Copies on the Internet Archive website in a newly created sub-collection for the Library Items. The Digital Copies will be freely accessible and downloadable from Internet Archive via HTTP, Torrent or a similar method. In posting the Digital Copies, Internet Archive will use filenames and a directory structure similar to those used in previous digitization projects of printed collections.

Internet Archive will use reasonable efforts to handle and store Items to be digitized to protect such Items from damage, loss, or destruction.

Return of Items: Upon completion of the scanning services, Internet Archive will use reasonable efforts to return the Items to Library using the same shipping packaging as used by Library, unless otherwise specified in

Exhibit A. Internet Archive will ship the Items to Library via common carrier, and all risk of loss passes to Library upon Internet Archive’s delivery of the Items to such carrier. The cost of return shipping will be borne by the Library.



Additional Items: In its sole discretion, Internet Archive may accept delivery of additional Items for scanning that are not identified on Exhibit A, and will notify Library of the amount of any additional fees and costs related to Internet Archive's scanning of such Items. If Library agrees to pay such additional amounts, Internet Archive will initiate scanning of such Items in accordance with the terms and conditions of this Agreement.

Use of Digital Copies: As permitted under applicable copyright law, both Library and Internet Archive may freely use their Digital Copies of the Items in any manner, including reproducing, displaying, storing, modifying, or distributing the Digital Copies. Without limiting the foregoing, both parties may make improvements, revisions, or modifications to the Digital Copies or create other derived forms of the Digital Copies.

Fees: Library agrees to pay the amounts set forth on Exhibit A in exchange for Internet Archive's performance of the scanning services and for shipping costs Internet Archive incurs in returning the Items to Library. Internet Archive will invoice Library for such amounts upon completion of the scanning services, and Library will make payment within thirty (30) days of the date of such invoice. Payment will be made to: Internet Archive, 300 Funston Ave., San Francisco, CA, 94118.

Insurance: During the performance of its services, Internet Archive will maintain Commercial General Liability insurance covering, without limitation, property damage with a limit of not less than \$1,000,000 per occurrence.

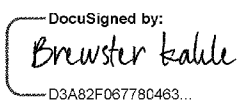
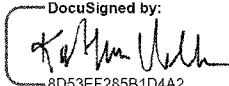
Limitation of Liability; Warranty Disclaimer: In no event will either party be liable to the other party for any consequential, indirect, exemplary, special, or incidental damages or any lost profits arising from or relating to this agreement or the services performed by Internet Archive hereunder, whether in contract or tort or otherwise, even if such party knew or should have known of the possibility of such damages. If Library establishes that Internet Archive damaged, lost, or destroyed any Item, Internet Archive will, at its option and as Library's sole remedy, either repair or replace the damaged, lost, or destroyed material, or pay Library for such repair or replacement, up to a maximum of \$200 per Item. Internet Archive's cumulative liability relating to this agreement will not exceed \$5,000.

EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Term and Termination: This letter agreement will be effective as of the date of Library's signature, below, and will continue until terminated. Either party may terminate this letter agreement upon thirty (30) days notice to the other party. Upon any such termination, Internet Archive will return the Items to Library and invoice Library on a pro-rata basis for services performed, calculated based on the portion of the services rendered through the date of termination, and Library will pay such invoice in accordance with terms of this Agreement.



General: Library agrees that this letter agreement states the entire agreement of Internet Archive and Library with respect to the performance of services by Internet Archive. Library agrees that the terms and conditions of this letter will be governed and construed in accordance with federal law and the laws of the State of California, without regard to conflicts of law principles that would require the application of the laws of any other state. If Library acknowledges and agrees to the terms and conditions of this letter, please sign below and return two original signature copies to Internet Archive. We look forward to working together with you to provide increased public access to these materials.

<p>The undersigned represents that he or she is authorized to enter into this Agreement on behalf of Internet Archive:</p> <p>By:  <small>DocuSigned by: D3A82F06778C463...</small></p> <p>Name: Brewster Kahle</p> <p>Title: Digital Librarian, Internet Archive</p> <p>Date: 4/17/2018</p>	<p>The undersigned represents that he or she is authorized to enter into this Agreement on behalf of Providence Public Library:</p> <p>By:  <small>DocuSigned by: 8D53EF285B1D4A2...</small></p> <p>Name: Kate Wells</p> <p>Title: Curator of Rhode Island Collections</p> <p>Date: 4/3/2018</p>
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For Admin Use ONLY	
Standard Agreement	Yes
Renewal	No
CC to:	Tim Bigelow - [REDACTED]@archive.org ; Boston, Massachusetts ; financedirector@archive.org ; accountsreceivable@archive.org



Exhibit A

Items:

The first 12 months of the project is expected to include the following estimates, indicated below. (These estimates will be used for planning purposes only, and do not constitute a commitment)

- Mediatypes: Printed material
- Estimated Item Count: 20 volumes
- Estimated Image Count: 1500 pages / volume Images

Includes bound volumes of various years of the Providence City Directories. All bindings are in good condition. Items should remain bound.

Estimated Scanning Schedule:

Work on this collection is expected to commence: 03/28/2018

Shipments will be processed in priority sequence and be returned to the partner in a safe and timely manner.

Ship to/Return Shipping Procedures:

Content provider will provide IA with return shipping tags and waybill for each shipment. If no arrangements are provided, return shipping costs via FedEx or similar courier, will be invoiced to the Library.

Items will be delivered and picked up by Kate Wells, PPL.

Shipping:

Please be in touch with Digitization Manager for shipment scheduling and logistics: **Tim Bigelow - Tim.B@archive.org ; Boston, Massachusetts**

VHS, CDs and 8 or 16 mm will be only digitized at the Internet Archive's headquarters located at 300 Funston Street, San Francisco, CA 94118.

Fees:

For printed materials considered to be in general circulation condition the pricing will be:

\$3.00 (USD) set up fee per book/item plus \$0.10 per image; folios and large format items \$3.00 per item and \$0.25 per image; Foldouts will be charged at \$2.00 per image.

General circulation materials are defined as bound books or pamphlets less than 12 x 14 inches (31 x 35 cm); a \$3.00 USD set up fee will be charged per book/item along with a flat rate of \$.10 USD per digitized page, which will include 2 target pages along with the front/back covers. For example a 300-page book including



covers would be billed at \$33.20 USD (300 pages x \$.10 USD + 2 target pages x \$.10USD + \$3.00USD set up charge).

Bound dissertations, thesis, pamphlets and the like with less than 25 images may be priced differently based on the specific collection.

Folios, newspapers, archival materials not requiring the removal of staples, removal of items from envelopes, or special handling, that are larger in format than 12x14 (31cmx35cm) will be billed at \$3.00 USD per item and \$.25 USD per page. Foldouts will be charged at \$2.00 USD per image.

Microform –

For microfilm text like (i.e. book-like, monograph-like, etc) images a set up charge of \$3.00 USD per assigned ID and \$.10 per digitized image will be charged. For newspaper like images (i.e. Toronto Star, New York Times, tabloid-sized newspaper), a set up charge of \$3.00 USD per assigned ID and a \$.15 per digitized image will be charged. For example, if a reel has 1,000 text images and there are 5 books on that reel, the total charge for that reel will be 5 books * \$3.00 set up + 1,000 * \$.10 = \$15.00 + \$100 or \$115.

VHS, CDs, 8 and 16 mm film can be digitized. Please contact Internet Archive Digitization Manager for details.

Contact details:

Authorized Signatory Contact:

Kate Wells
Curator of Rhode Island Collections
[REDACTED]
[REDACTED]@provlib.org

Billing Contact:

Matt Margetta
Grant and Contract Manager
[REDACTED]
[REDACTED]@brown.edu

Internet Archive Primary Contact:

Tim Bigelow - [REDACTED]@archive.org ; Boston, Massachusetts